Employees will receive a statement from the administrator each month that there is a transaction, i.e., purchase, sale or reinvestment.

Employees will pay for service and brokerage costs charged by the administrator for shares sold.

Employees' accounts may be terminated at the employee's direction.

This Stock Purchase Plan is not a tax-deferred Plan. Any dividends and/or capital gains or losses resulting from participation in the Plan are subject to taxable considerations.

There is no guarantee under the Plan against financial loss due to change in stock market price.

Matters arising relative to the Plan are not subject to the grievance and arbitration procedure.

ARTICLE 24

Retirement at Age 65 without Pension

Any regular employee with less than 5 years of net credited service who at age 65 is retired by the Company without a pension will be given a termination allowance of one (1) week's pay for each year of net credited service or fraction thereof up to five (5) years.

ARTICLE 25

Bulletin Boards

Company bulletin boards located in those departments where employees covered by this agreement regularly work may be used by the Association for the posting of notices on noncontroversial matters. No notice shall be posted by the Association on said bulletin boards unless previously approved by a representative of the Company and a removal date specified; provided that notices of meetings need not be approved which specify only the time, place and purpose of the meetings, and such notices shall be removed after the meetings.

ARTICLE 26

Notification Under Contract Terms

In carrying out notification which is called for under any of the provisions of this agreement, such notification will be satisfactory if the Company delivers notification in writing to the Secretary or any other officer or designated representative of the Association and if the Association delivers notification in writing to any officer of the Company. Such delivery may be made in person or through the U.S. Postal Service.

ARTICLE 27

Effect of Federal and State Laws

Any provision of this agreement which conflicts with the provisions of any Federal or State Statutes or executive orders having the effect of law which are now in force, or are hereafter enacted, shall be inoperative, but it shall not affect the validity of the remainder of this agreement.

ARTICLE 28

Wages

FIRST:

(a) Effective August 12, 1991, employees shall be paid in accordance with the weekly wage rate as set forth in Schedules A, B, C, D & E, of this Agreement. Those wage rates reflect a general wage increase of 3.5% on all top rates and 0% on all start rates. Employees in progression will be granted an adjustment based on the wage interval (step in progression) that the employee is on at the time of this increase. The progression rate of increase on all schedules will be adjusted so as to provide for equal percentage increases throughout the schedule.

Employees hired after 8/11/91 into the classification of Traffic Administrator will be paid at the rate shown on Schedule A1.

The Senior Operator classification will be upgraded $10.00 per week at the top rate effective August 12, 1991.

(b) Effective August 16, 1992, all wage schedules in effect prior to that date shall be increased as follows:

1. A general increase in the amount of 1.5% shall be applied on all rates rounded to the nearest $.50; plus,
2. A cost of living adjustment applied to the rates in effect as of August 15, 1992, which shall be .6% of each full percentage point increase above 2% but not more than 5% in the Consumer Price Index (1982-84=100) as published by the United States Bureau of Labor Statistics for the period of May 1992/May 1991 rounded to the nearest $.50. An increase of less than a full percentage point in the Consumer Price Index shall be applied proportionately.

(c) Effective August 15, 1993, all wage schedules in effect prior to that date shall be increased as follows:

1. A general increase in the amount of 1.5% shall be applied to the base rate calculated after the application of the August 16, 1992 general increase of 1.5% rounded to the nearest $.50; plus,
2. A cost of living adjustment applied to the rates in effect as of August 14, 1993, which shall be .6% for each full percentage point increase above 2% but not more than 5% in the Consumer Price Index (1982-84=100) as published by the United States Bureau of Labor Statistics for the period of May 1993/May 1992 rounded to the nearest $.50. An increase of less than a full percentage point in the Consumer Price Index shall be applied proportionately.

(b) *Inclusion of Differential in Overtime Payment*

A proportionate amount of the differential to be paid for work on any day, in accordance with the provisions of "a" above shall be added to each hour of pay for overtime work on that day.

(c) *Inclusion of Differential in Allowance Payments*

A proportionate amount of the differential to be paid for work on any day, in accordance with the provisions of "a" above, shall be added to any allowance for that day paid for Sunday or Holiday work and work on non-scheduled days.

(d) *Time Not Worked*

When an employee receives a pay allowance for time not worked such allowance shall include the differential, if any, that would have been paid if the employee had worked in accordance with his work schedule.

ARTICLE 29

Separation Pay

In case of lay-offs, payment of one (1) week's pay for each year of net credited service or fraction thereof up to five (5) years, two (2) week's pay for each year of net credited service or fraction thereof from five (5) years up to fifteen (15) years, and three (3) week's pay for each year or fraction thereof of net credited service of fifteen (15) years or more, plus any unused vacation allowance, shall be made to each regular employee laid off, exclusive of employees classified as temporary or occasional. If part-timing shall be in effect, such lay-off allowance shall be reduced proportionately to the reduction in hours.

If an employee who has received a lay-off allowance is rehired and the number of weeks since the date of his lay-off is less than the number of weeks upon which the allowance is based, less vacation, if any, the amount paid to the employee for the excess number of weeks shall be considered as an advance to him by the Company and repayment shall be through payroll deductions at the rate of 10% of the basic weekly wage until the amount is fully paid.

ARTICLE 30

Cancellation of Prior Agreements

All prior agreements between the parties hereto shall be cancelled and rendered null and void as of the effective date of this agreement.

ARTICLE 31

Duration of Agreement

FIRST: This Agreement is effective August 12, 1991 and shall continue in force and effect, subject to the other provisions of this Article, until terminated as provided in Section THIRD.

SECOND: The Company may, at its option during the term of this Agreement, make adjustments in wage rates and wage progression schedules and/or modify wage progression schedules to retain or reduce but not increase the overall length thereof.

THIRD: By notifying the other party in writing at least 60 days prior to August 12, 1994 either party may terminate this Agreement at 11:59 P.M. on August 11, 1994.

Following the receipt by either party of such notice, negotiations in respect to a new Agreement shall begin not later than thirty days prior to the date of termination.

If no such notice of termination is given, this Agreement shall automatically continue in full force and effect for successive renewal periods of one year each, subject to the right of either party in writing at least 60 calendar days prior to the date of termination of its intention to terminate this Agreement.

ARTICLE 32

Miscellaneous Provisions

FIRST: Employees who are authorized to use their personal vehicle on Company business during scheduled working hours or overtime assignments shall be reimbursed at the rate of $.26 per mile. If an employee is required to carry passengers, in excess of one, he/she will be reimbursed an additional $.03 per mile for each passenger in excess of one.

SECOND:

(a) Employees Eligible for Carfare

Any employee who works any part of both sessions of a morning-evening tour, and who lives more than one-quarter (¼) mile distance from their reporting location, shall be paid the minimum carfare (basic metropolitan bus rates) within the city limits for traveling to and from their home between work sessions. Those employees will be allowed carfare whether or not they actually ride a public conveyance.

(b) Transfers

If it is necessary to transfer from one bus line to another to reach the office, a transfer allowance will also be paid for each morning-evening tour.

(c) Selection of Employees to Receive Carfare Allowance

The supervisor will determine the employees in the office who are to be given the extra transfer allowance. If the employee transfers from choice, rather than from necessity, he/she will not be paid the transfer allowance.

THIRD: When a Traffic employee works a schedule tour that ends at midnight or any time through 2:00 A.M., they will be eligible to utilize taxi service with a maximum of $10.00 per cab being paid by the Company. The Company will maintain the right to assign employees to share cabs as necessary.

FOURTH: Employees classified as Level IV, Special Clerk, may perform the clerical and counting functions presently performed by Coin Box Collectors.

FIFTH: The Company will provide to the Union up to a maximum of 800 copies of the Working Agreement.

SIXTH: Effective calendar year 1978, all Traffic Operators on short hour evening tours will be scheduled on a 32½ hour workweek. All day Traffic Operators will continue to be scheduled on a 37½ hour workweek.

SEVENTH: Effective during the calendar year 1975, each employee shall be given an opportunity to indicate a preference in future job opportunities within the Company once each year in conjunction with their employee appraisal. However this does not guarantee that an employee will be moved into the job for which he/she had indicated a preference.

EIGHTH: The Company will pay 100% of any future increases in the premium for basic Blue Cross and Blue Shield coverage during the life of this Agreement.

NINTH: The out of pocket expense for Extraordinary Medical Expense Plan (EME) is 1% of the annual base pay of an employee, but shall not exceed $100.00. The practice of reimbursing 80% of the expenses incurred after their corridor has been reached will continue during the life of this Agreement.

TENTH: The Company will provide an Employee Medical Reimbursement (Plan) for medical bills incurred by the employee on his or her behalf or their dependents. For the purposes of this Article, the term dependent shall be as defined by the United States Internal Revenue Service.

Reimbursement under the Plan shall not exceed $400.00 per calendar year for each employee. The Plan may be utilized for any out of pocket medical expenses, other than those utilized for the EME Corridor, incurred by the employee for medical purposes (such as: routine physical examinations, medical appointments, eyeglasses, prescription drugs, medical supplies authorized by a doctor, dental examinations, ear examinations, outpatient care, etc.). If the employee does not claim the benefits provided by the Employee Medical Reimbursement Plan, the funds shall be waived for that calendar year.

Effective January 1, 1992, the reimbursement per calendar year per employee shall be increased to $425.00.

Effective January 1, 1993, the reimbursement per calendar year per employee shall be increased to $450.00.

The Plan shall be administered by the Company, its agent or designee, and all administrative costs will be absorbed by the Company. All claims with the appropriate supportive documentation (i.e., doctor bills, hospital bills, etc.) must be forwarded to the Company by March 31st of the year following the calendar year to be reimbursed.

ELEVENTH: Reference to specific medical plans or carriers shall not be construed as restricting the Company's right to change such carriers or plans. In exercising the right referred to above, the Company agrees not to reduce or diminish the scope of benefits currently in effect under present medical plans without first negotiating the effects with the Association. The Company agrees to notify the Association in advance before exercising its rights under this section.

TWELFTH: The function currently performed by the Special Accounts Representative relative to intercompany service coordination shall be removed from the bargaining unit effective with the date of agreement.

THIRTEENTH: Employees will be compensated for 100% of their tuition expenses for Company approved courses. In addition, employees will receive a maximum of $40.00 to be utilized for books and for lab fees upon satisfactory completion of an approved course.

FOURTEENTH: The Company will reimburse the Retiree and his/her spouse for the monthly premium cost of Plan B of Medicare. Employees who retire on or after January 1, 1992 or who reach age 65 on or after January 1, 1992, shall have the monthly premium cost of Plan B of Medicare for themselves and their spouses capped at $29.90.

ARTICLE 33

Termination Payment

FIRST: An employee who leaves the service of the Company voluntarily or involuntarily under the provision of Article 18, FIFTH will be eligible for an additional payment according to the following schedules:

Length of Service	*Amount of Payment*
Less than 20 Years	$1,000
20 or more Years	$2,000

Section 5 — Cost of Arbitration

1. Compensation and expenses of the arbitrator and the general expenses of arbitration shall be shared equally by the parties.

2. Each party shall bear the expenses of its own representatives and witnesses.

ARTICLE 23

Section 1 — Plan for Employees' Pensions, Disability Benefits and Death Benefits

1. During the term of the Contract, no change may be made without the consent of the Union in the existing "plan for Employees' Pensions, Disability Benefits and Death Benefits," which would reduce or diminish the benefits or privileges provided thereunder. Any claim that such benefits or privileges have been diminished or reduced may be presented as a grievance and if not resolved by the parties under their grievance machinery may be submitted to arbitration pursuant to the provisions of Article 22 hereof, but in any such case any decision or action of the Company shall be controlling unless shown to have been discriminatory or in bad faith, and only the question of bad faith or discrimination shall be subject to the grievance procedure or arbitration.

Section 2 — Benefits

1. Specific reference to insurance carriers, method of payments, method of funding or administration of benefits contained in the Working Agreement shall not be construed as limiting or restricting the Company from modifying or changing such practices, procedures, methods or carriers as long as the benefits and privileges provided are not reduced or diminished. Any implied or expressed limitations or restrictions currently contained in the Memorandum of Agreement on Group Life shall be considered null and void.

2. Any reduction or diminishment of benefits and privileges provided by any carrier shall be subject to full grievance and arbitration procedures.

3. The Company will request from the Blue Cross/Blue Shield a detailed summary of the privileges and benefits provided in the current Medical Coverage Group Plan for the employees of the Bargaining Unit. The Company will provide the Union with a copy of such detailed summary.

4. In the event the Company wishes to change carriers, the Company will provide the Union with a copy of a detailed summary of the privileges and benefits provided by the new carrier.

5. The Company and the Union agree to establish a joint Health Care Cost Containment Committee.

Section 3 — Dependent Spending Account

1. Effective January 1, 1991 the Company will implement a Dependent Care Flexible Spending Account for employees covered by this Agreement. The Company shall, in its sole discretion, design, implement and administer this Plan subject to the applicable laws and regulations of ERISA and the Internal Revenue Code, which presently contain the following provisions:

a. Only expenses associated with dependent children under age 13 are eligible unless the dependent is mentally or physically incapable of self-support.
b. Incurred expenses are eligible only if they allow the employee, or the employee and spouse, to work.
c. The plan year must coincide with the calendar year.
d. Elections must be made prior to the start of a plan year and cannot be amended during the plan year unless there is a change in family status as outlined in IRS Codes.
e. Mid-year elections are allowable for newly hired employees.
f. Funds not used during the plan year must be forfeited.

2. The Company reserves the right to change the terms of the Plan as may, in its judgment, be appropriate to comply with the regulations or statutes governing the Plan. All questions arising in connection with the Plan are specifically excluded from the grievance and arbitration procedure.

Section 4 — Savings Plan

1. Effective July 1, 1993, the Company will modify the savings plan that was implemented on January 1, 1991. The Plan will be for pre-tax savings. The Company shall, in its sole discretion, design, implement and administer this Plan subject to the applicable laws and regulations of ERISA and the Internal Revenue Code. The Plan shall, however, incorporate the following features:

a. Covered Employees: CWA bargaining unit employees.
b. Eligibility: Age 21 and 1 year of service.
c. Employee Contributions: Voluntary contributions of any whole percentage of base compensation during a payroll period up to legally allowed maximums.

d. Employer Contributions: Effective July 1, 1993, the Company will match 15% of each employee's contribution up to 6%. Effective July 1, 1994, a total of 20% of each employee's contribution up to 6%. Effective January 1, 1995, a total of 30% of each employee's contribution up to 6%. The employer shall bear the cost of administering the Plan.

e. Vesting: 100% in all contributions at all times.

f. Investments: Two investment options will be provided for pre-tax savings. Typically, one option would be an interest income account that contains an annual guaranteed rate of return. The second would be a specific investment such as Rochester Telephone Common Stock. Investment can be split between the two funds, and within the pre-tax options, in increments of 25%. Contribution rates can be changes or investment elections changed no more often than a six (6) month interval.

g. Distributions: Lump sum, installment payments or an annuity upon termination of employment due to retirement, death, disability or other reason.

h. In Service Distributions: Pre-tax contributions, which are fully taxable and subject in most cases to the 10% tax penalty, can only be withdrawn for specific "financial hardship" reasons which, according to IRS statutes, must be certified.

2. All questions arising in connection with the Plan other than the Company's determination of eligibility of employees to participate in the Plan are specifically excluded from the grievance and arbitration procedure outlined in this Agreement.

3. The Company reserves the right to change the terms of the Plan as may, in its judgment, be appropriate to comply with the regulations or statutes governing the Plan.

Section 5 — Stock Purchase Plan

1. Effective January 1, 1991, the Company will implement a payroll deduction Stock Purchase Plan for employees covered by this Agreement. Under the Stock Purchase Plan, employees will be provided with the opportunity to purchase shares of Rochester Telephone common stock through payroll deduction. The Company will pay the administrative costs associated with the Plan. The provisions of this Plan will include but not be limited to the following:

a. Deductions will be in whole dollar amounts; minimum of $5.00 per week.

b. Payroll deduction changes may occur once a month.

c. Stock dividends will be reinvested to purchase additional shares of Rochester Telephone common stock.

d. Employees participating in the Stock Purchase Plan may buy additional shares of stock by sending a check directly to (name of bank). The minimum additional purchase is $25, and the maximum additional purchase is $5000.

e. From the time of purchase employees will own full and/or fractional shares of stock.

f. Employees will receive a statement from (name of bank) each month that there is a transaction, i.e., purchase, sale or reinvestment.

g. Employees will pay for service and brokerage costs charged by (name of bank) for shares sold.

h. Employees' accounts may be terminated at the employee's direction.

i. This Stock Purchase Plan is not a tax-deferred Plan. Any dividends and/or capital gains or losses resulting from participation in the Plan are subject to taxable considerations.

j. There is no guarantee under the Plan against financial loss due to change in stock market price.

k. Matters arising relative to the Plan are not subject to the grievance and arbitration procedure.

Section 6 — Retiree Health Care

1. Employees who retire prior to July 1, 1996 will never have to pay a premium for their basic health care coverage, where the Company currently pays 100% of the cost. The Company's contribution toward coverages for basic health care is not committed beyond June 30, 1996, for employees who have not retired. The expiration of the collective bargaining agreement is January 31, 1996, and any negotiated changes will be implemented at that time.

2. For purposes of securing health care benefits for employees who retire after July 1, 1996, and for securing other non-pension retiree benefits as appropriate, the Company intends to establish a VEBA trust. The Company shall, in its sole discretion administer this trust subject to applicable laws and regulations.

ARTICLE 24

Section 1 — Company to Provide Tools and Equipment

1. The Management shall provide tools, maintain, repair and replace all broken and worn tools and work equipment which the Plant Office specifies for use in construction, maintenance and removal of telephone plant equipment and

IN WITNESS WHEREOF the parties hereto have executed this Agreement the day and year first above written.

ROCHESTER TELEPHONE CORPORATION

By: J. Loughlin
P. Preston

COMMUNICATIONS WORKERS OF AMERICA

By: R. Flavin
L. McGrath
M. Spendlove

Dated: November 23, 1992

MEMORANDUM OF AGREEMENT

Blue Cross/Blue Shield

1. It is agreed by and between the Communications Workers of America and the Rochester Telephone Corporation that effective February 12, 1984 the Company will pay 100% of the present monthly Single or Family premiums for basic Blue Cross and Blue Shield coverage regardless of the amount of premium, (not including any "rider package" thereto) in the case of regular employees who hold such policies issued by the Rochester Hospital Service Corporation and the Genesee Valley Medical Care Corporation through the Rochester Telephone Group. In addition, the Company will pay the full cost of any premium increases in basic Blue Cross and Blue Shield for the life of this Agreement.

2. The Company will pay 100% of any future increases in the premium for basic Blue Cross and Blue Shield coverage regardless of the amount of the premium for the life of this Agreement.

3. This Agreement results from negotiations under the terms of Article 32 of the Collective Bargaining Agreement between the parties, and will replace the Memorandum of Agreement between the parties with respect to Blue Cross/Blue Shield Insurance, which was effective 12:01 A.M., November 14, 1971.

4. It is further understood and agreed that this Agreement shall become effective as specified above and then exist concurrently with the Collective Bargaining Agreement between the parties which was effective 12:01 A.M., June 3, 1975, and shall be subject to the termination provisions of said Collective Bargaining Agreement, namely Article 32.

5. The Company agrees to pay the cost, up to the limits of the premiums for basic Blue Cross and Blue Shield, of a group practice plan if in the future an employee elects such coverage. The Company will have a minimum of one general open enrollment period in each calendar year. That open enrollment period will take place in the first quarter of the calendar year even if there are no plan premium increases effective in that quarter. In the event that a particular carrier(s) has a premium increase effective at a different time during any calendar year there will be a special open enrollment period for only those employees who participate in the plan affected by the increase. For calendar year 1987 the Company will provide a general open enrollment in October (i.e. new coverage is effective November 1, 1987).

6. The Company agrees to administer a contributory X-Ray rider plan provided there is 75% employee participation.

ROCHESTER TELEPHONE CORPORATION

By: J. Loughlin

COMMUNICATIONS WORKERS OF AMERICA

By: R. Flavin

Dated: November 23, 1992

MEMORANDUM OF AGREEMENT

Extraordinary Medical Expense Plan

1. It is agreed by and between the Communications Workers of America and the Rochester Telephone Corporation that the Extraordinary Medical Expense Plan currently existent between the parties will continue in full force and effect except as amended as follows:

(a) Effective June, 1975, the Extraordinary Medical Expense Plan shall be amended to provide that the "corridor" amount (with respect to covered medical expenses incurred during a "Medical Expense Period" for services rendered to an employee or dependent of an employee) shall be reduced from 2% of the annual basic pay of the employee to 1% of the annual basic pay of the employee at the beginning of such Medical Expense Period, but shall not exceed $100.00 but will continue with 80% reimbursement of expenses after the corridor is reached. In addition, a Class II Dependent will be defined to include, unmarried child or grandchild who is not a Class I Dependent, your brother, sister, parent, or grandparent, the parent or grandparent of your spouse if your spouse is not eligible for benefits on account of such individual, provided any such individuals depends on the active employee for support, resides in your household or in one provided by you in the vicinity and has so resided for at least six (6) months and is receiving income contributions, other than from the active employee, of less than $6,000 from all sources, including any Social Security Benefits.

(b) Employees who are eligible for a deferred service pension will be excluded from coverage under the Extraordinary Medical Expense Plan.

(c) The limits on the maximum benefits per year ($2,500) and the maximum lifetime benefits ($20,000) will be eliminated for employees who retire after February 12, 1984.

(d) This Plan shall continue in effect on and after the date described in Paragraph (a) hereof and throughout the full term or the Collective Bargaining Agreement between the parties affected.

(e) This Agreement results from negotiations under the terms of Article 32 of the Collective Bargaining Agreement between the parties, and will replace the Memorandum of Agreement between the parties with respect to Extraordinary Medical Expense, which was effective February 12, 1981.

(f) It is further understood and agreed that this Agreement shall become effective as specified above and then exist concurrently with the Collective Bargaining Agreement between the parties which was effective at 12:01 A.M., February 12, 1987, and shall be subject to the termination provisions of said Collective Bargaining Agreement, namely Article 32.

2. It is also agreed that Rochester Telephone will reimburse the Retiree and his/her spouse for the monthly premium cost of Plan B of Medicare. Employees who retire on or after January 1, 1991, or who reach age 65 on or after January 1, 1991 shall have their monthly premium cost of Plan B of Medicare and their spouses capped at $28.60.

ROCHESTER TELEPHONE CORPORATION	COMMUNICATIONS WORKERS OF AMERICA
By: J. Loughlin	By: R. Flavin
Dated: November 23, 1992	

MEMORANDUM OF AGREEMENT

PIC Cable

The use of polyethylene insulated conductor cable (PIC) and the question of flexibility of assignment of work associated with PIC cable and associated terminals to the different job classifications was discussed during the course of collective bargaining that led to the Collective Bargaining Agreement dated November 30, 1958.

In consideration of this as well as the fact that the appropriate wage schedule in Appendix "A" provide in large measure for a common rate range of pay for Cable Splicer and other crafts the parties reached the following agreement:

1. The installation of terminals associated with PIC cables may be assigned to employees in the following job classifications: Cable Splicer, Communications Technician, Lineman, Installer-Repairman, and PAX-PBX Installer-Repairman.

2. The installation of additional blocks and the termination of cable pairs in terminals will be assigned to a craft employee in the job classifications listed in paragraph numbered 1 of this agreement.

3. Helpers may work on PIC cable and terminals associated therewith under the supervision of a qualified craftsman.

4. It is understood and agreed that any complaint concerning the interpretation or the application of the term of this agreement shall be subject to the grievance and arbitration procedures.

Section 2 — Effective Date of Adjustments and to Whom Applicable

1. This Agreement, set forth in Section 1 of this Article 33 shall be effective as of 12:01 A.M., June 3, 1975, and shall apply only to employees on the active Company payroll as of this date.

IN WITNESS WHEREOF the parties hereto have executed this agreement the day and year first above written.

ROCHESTER TELEPHONE CORPORATION	COMMUNICATIONS WORKERS OF AMERICA
By: J. Loughlin	By: R. Flavin
Dated: November 23, 1992	

Certificate of Service

I hereby certify that, on the 26th day of July 1993, the foregoing Direct Case of Rochester Telephone Corporation was served by first-class mail, postage prepaid, upon the parties on the attached service list.

Michael J. Shortley, III
Attorney for Rochester
Telephone Corporation

(2855K)

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